KOLAR Document ID: 1662705

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

# REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Check applicable boxes:	I		
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:		
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:		
Gas Gathering System:	Lease Name:		
Saltwater Disposal Well - Permit No.:			
Spot Location:feet from N / S Line	SecTwp R E		
feet from E / W Line	Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells **	Production Zone(s):		
Field Name:			
** Side Two Must Be Completed.	Injection Zone(s):		
Surface Pit Permit No.:	feet from N / S Line of Section		
(API No. if Drill Pit, WO or Haul)	feet from E / W Line of Section		
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling		
Past Operator's License No.	Contact Person:		
Past Operator's Name & Address:	Phone:		
1 ast Operator 5 Name & Address.			
	Date:		
Title:	Signature:		
New Operator's License No	Contact Person:		
New Operator's Name & Address:	Phone:		
	Oil / Gas Purchaser:		
New Operator's Email:	Date:		
Title:	Signature:		
Acknowledgment of Transfer: The above request for transfer of injection	on authorization, surface pit permit # has been		
	n Commission. This acknowledgment of transfer pertains to Kansas Corporation		
Commission records only and does not convey any ownership interest in the			
is acknowledged as	is acknowledged as		
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit		
Permit No.: Recommended action:	permitted by No.:		
Date:	Date:		
Date: Authorized Signature	Authorized Signature		
DISTRICT EPR	PRODUCTION UIC		

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#### Side Two

### Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name:			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

<sup>\*</sup> When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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### Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent)	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	
Address 2:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	
City: State: Zip:+	
are preliminary non-binding estimates. The locations may be entered as Select one of the following:	ered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
provided the following to the surface owner(s) of the la Form C-1, Form CB-1, Form T-1, or Form CP-1 that I a C-1 or Form CB-1, the plat(s) required by this form; and 3	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have and upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form 3) my operator name, address, phone number, fax, and email address.  er(s). I acknowledge that, because I have not provided this information, surface owner(s). To mitigate the additional cost of the KCC performing
this task, I acknowledge that I must provide the name ar and that I am being charged a \$30.00 handling fee, paya	nd address of the surface owner by filling out the top section of this form able to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 had form and the associated Form C-1, Form CB-1, Form T-1, or Form	andling fee with this form. If the fee is not received with this form, the KSONA-1 cm CP-1 will be returned.
I hereby certify that the statements made herein are true and cor	rrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

### ASSIGNMENT OF MEMBERSHIP INTEREST

This Assignment of Membership Interest (this "Assignment") is made and entered into as of August 23, 2022 (the "Effective Date"), by and among (i) Toto Energy, LLC, a Delaware limited liability company (the "Company") (ii) Yorktown Energy Partners IX, L.P., a Delaware limited partnership ("Yorktown"), (iii) North Shore Energy, LLC, a Delaware limited liability company ("North Shore") and (iv) Roemer Interests, Ltd., a Texas limited partnership ("Roemer Interests") and Roemer Oil Company, a Colorado Corporation ("Roemer Company", and together with Roemer Interests, "Roemer") (each an "Assignor" and collectively, the "Assignors"), and (v) NEC Operating, LLC, a Texas limited liability company ("Assignee"). If a term is capitalized in this Assignment but not defined, then it has the meaning given to it in the Purchase Agreement.

#### RECITALS

**WHEREAS**, Assignors own all of the issued and outstanding membership interests in the Company (the "Conveyed Interest").

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement dated as of August 23, 2022 (the "Purchase Agreement"), by and among the Company, the Assignors, and the Assignee, the Assignee agreed to purchase from the Assignors, and the Assignors have agreed to sell to the Assignee, the Conveyed Interest pursuant to and in accordance with the terms and conditions therein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Agreement, by this Assignment, the Assignors sell, assign, transfer, convey, and deliver to the Assignee, all of the Assignors' right, title and interest in and to the Conveyed Interest, and the Assignee purchases, acquires, accepts, and receives, the Conveyed Interest. The Assignors intend to convey all of the right, title, and interest, legal or equitable, contingent, deferred or otherwise, of the Assignors in and to the Conveyed Interest. Upon the execution of this Assignment, the Assignors acknowledge and agree that the Assignors shall no longer own any membership interest in the Company and shall cease to be members of the Company.
- 2. **Acceptance**. The Assignee accepts the Conveyed Interest and assumes, and agrees to be bound by, all of the attendant privileges and obligations represented by the Conveyed Interest.
- 3. **Further Actions**. The Company, Assignors and the Assignee agree to execute and deliver promptly upon request of any other party such further agreements or instruments and to do, or cause to be done, such further acts and things as may be reasonably necessary or appropriate to complete the assignment and transfer of the Conveyed Interest to the Assignee as contemplated hereby.

4. **Miscellaneous**. This Assignment (a) will be governed by and construed in accordance with the laws of the State of Texas; (b) will be binding upon and inure to the benefit of the Assignors, the Assignee, the Company, and their respective successors and assigns; (c) may be amended, modified or supplemented only by an instrument in writing executed by the Assignors, the Assignee, and the Company; and (d) may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures given by portable document format (or similar format) shall be binding and effective to the same extent as original signatures.

[SIGNATURE PAGE FOLLOWS]

ASSIGNEE:	COMPANY:
NEC Operating, LLC	Toto Energy, LLC
By: Grant Norwood, Manager	By:
	ASSIGNORS:
	Yorktown Energy Partners IX, L.P.
	By: Yorktown IX Company LP, its general partner
	By: Yorktown IX Associates LLC, its general partner
	By:Peter A. Leidel, Member
	North Shore Energy, LLC
	By: Steve Swanson, CEO
	Roemer Interests, Ltd.
	By: Lamar B. Roemer, President
	Roemer Oil Company
	By: Lamar B. Roemer, President

ASSIGNEE:	<u>COMPANY</u> :
NEC Operating, LLC	Toto Energy, LLC
By: Grant Norwood, Manager	Byr Ann & Moure Lamar B. Roemer, CEO
	ASSIGNORS:
	Yorktown Energy Partners IX, L.P.
	By: Yorktown IX Company LP, its general partner
	By: Yorktown IX Associates LLC, its general partner
	By:
	North Shore Energy, LLC
	By:Steve Swanson, President
	Roemer Interests, Ltd.
	By: Jam B. Jan
	Lamar B. Roemer, President
	Roemer Oil Company
	By: Ann Glum Lamar B. Roemer, President

ASSIGNEE:	COMPANY:
NEC Operating, LLC	Toto Energy, LLC
By: Grant Norwood, Manager	By:
	ASSIGNORS:
	Yorktown Energy Partners IX, L.P.
	By: Yorktown IX Company LP, its general partner
	By: Yorktown IX Associates LLC, its general partner
	By: A. Faidel Peter A. Leidel, Member
	North Shore Energy, LLC
	By: Steve Swanson, President
	Roemer Interests, Ltd.
	By:
	Roemer Oil Company
	By: Lamar B. Roemer, President

ASSIGNEE:	COMPANY:
NEC Operating, LLC	Toto Energy, LLC
By: Grant Norwood, Manager	By: Lamar B. Roemer, CEO
	ASSIGNORS:
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	North Shore Energy, LLC
	By: D
	Steve Swanson, CEO
	Roemer Interests, Ltd.
	Ву:
	Lamar B. Roemer, President
	Roemer Oil Company
	By: Lamar B. Roemer, President
	Lamar D. Roemer, Fresident